

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 06-098**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**STEEL SERVICE BODY WITH CRANE**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, March 08, 2006** in the office of the Purchasing Agent, 440 S. 8<sup>th</sup> Suite 200, K Street Complex, Southwest Wing, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the Conference Room.

Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**SPECIFICATION NO. 06-098**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, March 08, 2006**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

**Bid Schedule**

<b><u>Item</u></b>	<b><u>Qty.</u></b>	<b><u>Unit</u></b>	<b><u>Description</u></b>	<b><u>Unit cost</u></b>	<b><u>Total Cost</u></b>
1.	1	each	9' Steel Service Body as Specified	\$_____	\$_____
Options:					
			Make_____Model_____		
2.	1	each	FM Wireless Remote & Pendent Remote Control Crane as specified	\$_____	\$_____
3.	1	each	Hydraulic Hose Reel as specified	\$_____	\$_____
			Make_____Model_____		

**BID SECURITY REQUIRED: \_\_\_\_\_ YES X NO**

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-098**

_____ <b>COMPANY NAME</b>	_____ <b>BY (Signature)</b>
_____ <b>STREET ADDRESS or P.O. BOX</b>	_____ <b>(Print Name)</b>
_____ <b>CITY, STATE      ZIP CODE</b>	_____ <b>(Title)</b>
_____ <b>TELEPHONE No.      FAX No.</b>	_____ <b>(Date)</b>
_____ <b>E-MAIL ADDRESS</b>	_____ <b>ESTIMATED DELIVERY DAYS</b>

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

**EQUIPMENT SPECIFICATIONS**  
**FOR**  
**9' STEEL SERVICE BODY WITH CRANE**

**1. APPLICATION**

- 1.1 This service body with crane will be mounted on a 2006, Ford F450, 16,000 GVWR, 60" C.A. Cab and Chassis for use by the Public Works and Utilities Water Section in repair of water service lines, valves and hydrants.
- 1.2 Engine: 6.0 L Power Stroke Diesel Engine with SECI elevated idle control.
- 1.3 Transmission: 5 Speed TorqShift Automatic with PTO provision and 4 upfitter bank.
- 1.4 Contact, Jim Chiles @ 402-441-4941 for detailed cab and chassis specifications.

**2. MODEL**

- 2.1 The equipment furnished under these specifications shall be new of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example Body and Crane:
  - 2.2.1 Omaha Standard 108D54V.
  - 2.2.2 Knapheide 6108D54J.
  - 2.2.3 Auto Crane 3203PRX
  - 2.2.4 Liftmoore 3200REE-15
- 2.3 Advertised standard equipment of example bodies meets the general requirements for dimensions, design and construction.
- 2.4 All advertised standard equipment shall be provided whether or not specifically addressed.
- 2.5 All required non-standard items will be addressed in the technical specifications.
- 2.6 Bids shall include all installation, pick up of cab and chassis from 901 North 6<sup>th</sup> Street, Lincoln, Nebraska, and delivery costs.

**3. INSURANCE**

- 3.1 The successful bidder will be required to fully insure all trucks and equipment, for all perils, during transport, until delivery to and acceptance by the City of Lincoln, Fleet Services, 901 North 6<sup>th</sup>, Street, Lincoln, NE.
- 3.2 Proof of Insurance must be furnished within five (5) days following notification of award to City/County Purchasing Division at the address on Notice to Bidders.
- 3.3 The bidder and all sub-contractors are required to submit proof of Garage Keepers Insurance with their bid proposal.

Meets Spec.

Yes No**4. APPROXIMATE BODY DIMENSIONS**

- \_\_\_\_ 4.1 108" length
- \_\_\_\_ 4.2 96" width
- \_\_\_\_ 4.3 40" height
- \_\_\_\_ 4.4 54" floor width
- \_\_\_\_ 4.5 20" compartment depth

**5. COMPART MENTATION**

- \_\_\_\_ 5.1 Street Side:
- \_\_\_\_ 5.1.1 Front Vertical: Three (3) 250 lb. capacity adjustable shelves, with 15 removable dividers.
- \_\_\_\_ 5.1.2 Horizontal: One (1) 250 lb. capacity pull-out shelf, with 6 removable dividers.
- \_\_\_\_ 5.1.3 Rear Vertical: Five (5) 250 lb. capacity adjustable shelves, with 15 removable dividers.
- \_\_\_\_ 5.2 Curb Side:
- \_\_\_\_ 5.2.1 Front Vertical: Two (2) 250 lb. capacity adjustable shelves, with 10 removable dividers.
- \_\_\_\_ 5.2.2 Horizontal: One (1) 250 lb. capacity pull-out shelf, with 6 removable dividers.
- \_\_\_\_ 5.2.3 Rear Vertical: 4,000 lb. crane reinforcement with two (2) 250 lb. capacity fixed shelves installed approximately 15 inches and 30 inches off the compartment floor.
- \_\_\_\_ 5.2.3.1 Compartment will be vented via two (2) louvered vents.

**6. ADDITIONAL EQUIPMENT AND ACCESSORIES**

- \_\_\_\_ 6.1 12 ga. steel tread plate overlay on compartment tops, backs, ends, tailgate and bulkhead.
- \_\_\_\_ 6.2 Four (4) recessed 2,000 lb. D-ring type cargo tie downs mounted in cargo floor at outside center and rear corners.
- \_\_\_\_ 6.3 Heavy-duty double spring retainer door holders on all swing open doors, with cable stays on drop down design doors.
- \_\_\_\_ 6.4 Stainless steel weather proof, twist-style 3-point latch system on all doors, with key locks and automotive type neoprene door seals.
- \_\_\_\_ 6.5 Full length stainless steel door hinges.
- \_\_\_\_ 6.6 1/8" steel tread plate floor.
- \_\_\_\_ 6.7 Louvered or punched rear window protector.
- \_\_\_\_ 6.8 Two (2) chrome entry grab handles at rear of body.
- \_\_\_\_ 6.9 1/8" aluminum tread plate rock guards on lower front corners.
- \_\_\_\_ 6.10 Full length drip molding.
- \_\_\_\_ 6.11 Double panel 10" tailgate with slam type rotary latch and link arm or coated steel cable supports.

Meets Spec.

Yes No**7. REAR BUMPER AND APRON**

- \_\_\_\_\_ 7.1 Heavy-duty 1/8" tread plate steel 12" deep bumper with full height and width tread plate apron.
- \_\_\_\_\_ 7.2 Bumper to be as wide as possible and still accommodate crane outrigger mounting.
- \_\_\_\_\_ 7.3 Pintle hook recess with Buyers # PH20 hook and safety chain D-rings.
- \_\_\_\_\_ 7.4 Ground to top of bumper to be approximately 24 inches.
- \_\_\_\_\_ 7.5 Ground to center of pintle to be approximately 20 inches.
- \_\_\_\_\_ 7.6 Bumper shall be complete with additional reinforcement to allow maximum towing capacities of pintle specified.
- \_\_\_\_\_ 7.7 Outer ends of bumper will be gusseted to the outrigger tube for additional support.

**8. LIGHTING SYSTEM**

- \_\_\_\_\_ 8.1 All lights to meet F.M.V.S.S. 108
- \_\_\_\_\_ 8.2 Flexible (tube) type compartment lights installed on sides and top of compartment door opening inner lip.
- \_\_\_\_\_ 8.3 Stop, tail, turn and backup lights will be recess mounted in compartment ends with interior protective light guards.
- \_\_\_\_\_ 8.4 Backup lights will be incandescent with all other 108 lighting to be LED.
- \_\_\_\_\_ 8.4.1 Turn signal normal flash pattern will be maintained.
- \_\_\_\_\_ 8.5 Wiring harness for all 108 lighting to be factory assembled one piece design with sealed connectors securely attached to the body.
- \_\_\_\_\_ 8.6 Whelen "Towman's Edge Super-LED" 60" light bar with the following:
- \_\_\_\_\_ 8.6.1 Four (4) corner Linear Super-LED lamps (amber).
- \_\_\_\_\_ 8.6.2 Four (4) front Linear Super-LED lamps (amber).
- \_\_\_\_\_ 8.6.3 Two (2) front Halogen work lights.
- \_\_\_\_\_ 8.6.4 Two (2) rear Halogen work lights.
- \_\_\_\_\_ 8.6.5 One (1) right side Halogen alley light.
- \_\_\_\_\_ 8.6.6 One (1) left side Halogen alley light.
- \_\_\_\_\_ 8.6.7 Integral rear-facing Linear Super-LED six (6) lamp Traffic Advisor, capable of producing a minimum of four (4) sequential flash patterns: "Left" Arrow, "Right" Arrow, "Split" Arrow; and a "Cautionary" flash pattern (amber).
- \_\_\_\_\_ 8.6.8 Light bar will be installed on a fabricated mount bracket, off the front of the cab protector.
- \_\_\_\_\_ 8.7 Traffic advisor will be controlled through a Whelen "TACTRL1A" control head.
- \_\_\_\_\_ 8.8 One (1) Whelen Power Control Center ( #PCCHD1) with switches labeled and wired as follows (left to right).
- \_\_\_\_\_ 8.8.1 360° Strobe
- \_\_\_\_\_ 8.8.2 Compartment lights.
- \_\_\_\_\_ 8.8.3 Right alley light.
- \_\_\_\_\_ 8.8.4 Left alley light.
- \_\_\_\_\_ 8.8.5 Front work lights.
- \_\_\_\_\_ 8.8.6 Rear work lights.
- \_\_\_\_\_ 8.9 Control Head and Power Center to be stacked and under dash mounted.
- \_\_\_\_\_ 8.10 Six (6) pole round trailer receptacle.
- \_\_\_\_\_ 8.11 All wiring to be loomed and installed in a neat and professional manner.
- \_\_\_\_\_ 8.12 Wire splices to be soldered heat shrink type (crimp type connectors not acceptable).

Meets Spec.

Yes No**9. CRANE**

- |       |       |        |  |
|-------|-------|--------|--|
| _____ | _____ | 9.1    | Auto Crane Model 3203 PRX or Liftmoore REE-15 or equal.  |
| _____ | _____ | 9.2    | Power boom extension from 7' to 11'.   |
| _____ | _____ | 9.3    | Manual boom extension to 15'.  |
| _____ | _____ | 9.4    | 360° continuous power rotation.  |
| _____ | _____ | 9.5    | 3200 lb. capacity @ 3 foot.  |
| _____ | _____ | 9.6    | 660 lb. capacity @ 15 foot.  |
| _____ | _____ | 9.7    | Power elevation, rotation and winch.   |
| _____ | _____ | 9.8    | Single line swivel block with hook.  |
| _____ | _____ | 9.9    | Aircraft quality cable.  |
| _____ | _____ | 9.10   | Crane shall be mounted on curb side rear compartment.  |
| _____ | _____ | 9.11   | Crane reinforcement shall be designed and installed in a manner which prevents damage to the body or truck components during crane operation and <b>must</b> include secure attachment of the outrigger tube to the crane reinforcement. |
| _____ | _____ | 9.12   | Crane installation to be performed in accordance with body manufacture and Auto Crane of Liftmoore recommendations.  |
| _____ | _____ | 9.13   | Four (4) function control with 17' removable pendent to control the following:   |
| _____ | _____ | 9.13.1 | Rotation   |
| _____ | _____ | 9.13.2 | Boom raise/lower   |
| _____ | _____ | 9.13.3 | Hoist in/out   |
| _____ | _____ | 9.13.4 | Extension in/out   |
| _____ | _____ | 9.14   | Crane will be powered through BCI Group # 31 deep cycle battery, minimum 180 Reserve Capacity installed in curb side rear vertical compartment on compartment floor. (Battery to be in a marine type battery box).                       |
| _____ | _____ | 9.14.1 | Master electric disconnect switch will be provided with the switch control easily accessible on the curb side compartment end.   |
| _____ | _____ | 9.15   | Outriggers to be pin type manual out, crank down design.   |
| _____ | _____ | 9.16   | Boom rest will be provided and installed as per manufactures recommendations.  |

**10. PTO DRIVEN POWER PACK**

- |       |       |         |  |
|-------|-------|---------|--|
| _____ | _____ | 10.1    | Multipower Systems Model HP2-X. (www.multipower.us)  |
| _____ | _____ | 10.2    | System will be a Transmission PTO powered, self contained load sensitive unit capable of providing both hydraulic tool and electrical power on a continuous basis.   |
| _____ | _____ | 10.3    | Power Pack will incorporate power outlets, instrument panel, hydraulic oil reservoir, hydraulic oil cooler, hydraulic control manifold and hydraulic generator in a common heavy-duty steel housing with a power coat paint finish.. |
| _____ | _____ | 10.4    | Chelsea Model 246 hot shift design PTO.  |
| _____ | _____ | 10.5    | Commercial Intertech Model P315 twin section gear type hydraulic pump.   |
| _____ | _____ | 10.6    | Generator will deliver 4,000W, 120 Volts AC, 60HZ, 12V excited.  |
| _____ | _____ | 10.7    | Two (2) hydraulic tool circuits with adjustable flow of 0 to 10 GPM @ 2,000 psi.<br>(Note: Hydraulic system priority to the tool circuits)   |
| _____ | _____ | 10.8    | One (1) 60,000 BTU heat exchanger.   |
| _____ | _____ | 10.9    | Wiring harness will be color coded and labeled for relevant components to include a detailed wiring diagram.   |
| _____ | _____ | 10.10   | Hydraulic control manifold will be an integrated dual-metered flow control manifold with the following:  |
| _____ | _____ | 10.10.1 | Dual pressure reliefs (one for each circuit).  |
| _____ | _____ | 10.10.2 | Central return circuit.  |
| _____ | _____ | 10.10.3 | Selector valve for engagement of the hydraulic driven generator.   |
| _____ | _____ | 10.11   | Minimum 13 gallon hydraulic oil reservoir with spin-on type hydraulic oil filter.  |

Meets Spec.

Yes No**10. PTO DRIVEN POWER PACK, Continued**

- \_\_\_\_\_ 10.12 Instrumentation and controls will include: hydraulic oil site gauge, hydraulic oil high temperature indicator light, hour meter, tool circuit flow meters, tool circuit flow controls, electrical and hydraulic circuits on/off controls and resettable 30 amp circuit breakers.
- \_\_\_\_\_ 10.13 Power outlets will include: two (2) fully adjustable 0 to 10 GPM @ 2,000 psi hydraulic tool circuits with HTMA 3/8 flat face tool couplers, two (2) 110 volt 30 amp outlets and one (1) 12 volt power outlet.
- \_\_\_\_\_ 10.14 PTO safety shutdown system for high hydraulic oil temperature.
- \_\_\_\_\_ 10.15 PTO activation will be through OEM dash mounted switch.
- \_\_\_\_\_ 10.16 Both hydraulic and electrical circuits will be designed in a manner as to facilitate easy installation of remote hydraulic hose reels and remote outlet boxes.
- \_\_\_\_\_ 10.17 Approximate dimensions and weight as follows:
- \_\_\_\_\_ 10.17.1 20" W. x 20" H. x 40" L.
- \_\_\_\_\_ 10.17.2 Fully operational weight 350 lbs.
- \_\_\_\_\_ 10.18 Power pack will be installed on the street side compartment top as far forward as possible.
- \_\_\_\_\_ 10.19 Two (2) GFI protected weather proof duplex outlet boxes will be installed and wired, one each on the curb and street side compartment ends.
- \_\_\_\_\_ 10.20 Installation will meet or exceed all requirements and recommendations provided through Multipower Systems.
- \_\_\_\_\_ 10.21 Operations, maintenance and parts manual for the Power Pack will be provided to the City of Lincoln.

**11. MOUNTING**

- \_\_\_\_\_ 11.1 Provisions shall be made to the truck cab and chassis before the body is mounted, to fully support the body mounting frame and understructure. The method used must not jeopardize the truck warranty. All welding and construction techniques shall reflect professional workmanship. Body shall have provision for fuel filler outside of compartment.
- \_\_\_\_\_ 11.2 The addition of rear springs required to level the truck following installation of Body, Crane and Power Pack, is the responsibility of the successful bidder.

**12. PAINT**

- \_\_\_\_\_ 12.1 Color shall match cab color. (Ford 2006 Darkstone Clearcoat Metallic)
- \_\_\_\_\_ 12.2 Pre-paint preparation shall be as advertised by the example body manufacture.
- \_\_\_\_\_ 12.3 Final coat shall be Sherwin Williams SUNFIRE acrylic urethane or equal with application to meet or exceed all requirements as described in the Product Data Sheet.

**13. WARRANTY**

- \_\_\_\_\_ 13.1 Manufacture's standard warranty shall apply.
- \_\_\_\_\_ 13.2 The manufacture's standard warranty shall be stated in the bid proposal.
- \_\_\_\_\_ 13.3 All warranty work will be performed at the Fleet Services Garage, 901 N. 6<sup>th</sup> Street, Lincoln, Nebraska, any transportation required for warranty work will be the vendor's responsibility.

Meets Specs.

Yes No

**14. DELIVERY REQUIREMENTS**

- |       |       |      |  |
|-------|-------|------|--|
| _____ | _____ | 14.1 | The City of Lincoln will provide a new 2006 Ford F450 cab and chassis (16,000 lb. GVWR, 60" CA) for mounting of the body and accessories.  |
| _____ | _____ | 14.2 | It is the responsibility of the successful bidder to transport the cab and chassis from the Fleet Services Garage, 901 N. 6 <sup>th</sup> Street, Lincoln, Nebraska to successful bidders place of business. |
| _____ | _____ | 14.3 | The body supplier shall be responsible for supplying a completed vehicle sticker affixed to the vehicle in the proper location.  |
| _____ | _____ | 14.4 | Dealer's decals, stickers or other signs shall not be put on units; manufacture's nameplates, stampings and other signs are acceptable.  |
| _____ | _____ | 14.5 | The completed unit shall be delivered to Fleet Services Garage, 901 N. 6 <sup>th</sup> Street, Lincoln, Nebraska complete and ready for operation.   |

**15. OPTION (please price separately)**

- |       |       |      |   |
|-------|-------|------|---|
| _____ | _____ | 15.1 | One (1) Coxreels #TDMP-N-450 hydraulic hose reel with dual hose and HTMA 3/8 flat face tool couplers will be installed and plumbed, on the street side compartment top as far back as possible. |
| _____ | _____ | 15.2 | FM wireless remote for crane operation.   |

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

## **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

## **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

## **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.